

**CALIFORNIA PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
WIRELESS EQUIPMENT AND SERVICES  
T-MOBILE USA, INC.  
MASTER PRICE CONTRACT  
CONTRACT #7-11-70-18**

**1. Scope:**

This Participating Addendum covers the purchase of Wireless Services and Equipment for all State departments and **may** include all California political subdivisions/local governments. "State department" for the purpose of this participating addendum refers to any entity of the executive branch of California government including, but not limited to agency, department, board, commission, office, association or institution. A "California political subdivision/local government" is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations. Eligible Entity for the purpose of this participating addendum, unless otherwise specified includes State departments and California political subdivision/local governments as defined above.

The California participating addendum for wireless services and equipment is designed to take advantage of the WSCA Nevada volume purchasing to develop a wireless (voice and data) services and equipment offering unique and specific to the California State's wireless business needs with respect to lowest costs and optimum operational efficiencies.

Consequently, the pricing for the service plans, features and equipment offered by the WSCA Wireless Providers (WSCA/WP) under this participating addendum are based on California's governmental department workforce and average monthly data usage per end user at the time of the initial request to all WSCA/WP for California participation.

At that time the State of California's governmental department workforce was approximately 200,000 employees with an average monthly data usage of less than 500 MB per California department end user.

**THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN T-MOBILE USA, INC AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, T-MOBILE USA, INC. AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. T-MOBILE USA, INC., AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES**

**2. Leasing**

Not Applicable.

**3. Terms and Conditions:**

For changes under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

- a. The California General Provisions (CAGP) (GSPD-401IT General Provisions-Information Technology based on June 8, 2010 standard) for Western States Contracting Alliance (WSCA) **contract for wireless equipment and services** as attached become a part of this Participating Addendum.

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- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA Nevada, WSCA Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets; except as follows:

Section 26 Limitation of Liability, Sub-section (d) (GSPD-401IT General Provisions)

Add: "In no event shall T-Mobile USA, Inc. be liable for users' inability to access 911 or E911 service."

- c. T-Mobile USA, Inc.'s response to the Department of General Services (DGS) Request for Offer (RFO) #DGS-1070 together with its exhibits and/or addendum as referenced is incorporated in its entirety.
- d. Nevada, WSCA Master Price Agreement number 1523 changed for California to Contract Number 7-11-70-18.
- e. Order of Precedence:  
To the extent of a conflict in terms between the WSCA Master Price Agreement and this Participating Addendum, the following descending order of precedence shall apply:
- Participating Addendum
  - Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s) and the WSCA Wireless Providers Responding Offer
  - Attachment #1 Rev. 5 Pricing Worksheet in its entirety
  - Nevada, WSCA Master Price Agreement number 1523
- f. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 days prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

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g. Reports & Administrative Fee:

All reports and administrative fees associated with this Participating Addendum will be provided in accordance with the State's Request for Offer (RFO) DGS 1070 together with its exhibits and/or addendum(s) and the WSCA Wireless Providers Responding Offer.

The administrative fee check and report should be submitted to the following address:

Terry Munoz, Wireless Contract Administrator  
Department of General Services  
Procurement Division  
Contracts Management Unit #2  
707 Third Street, 2nd Floor, MS #2-201  
West Sacramento, CA 95605-2811

h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division  
Contracts Management Unit #2  
707 Third Street, 2nd Floor, MS # 2-201  
West Sacramento, CA 95605

Contact: Terry Munoz  
E-mail: [terry.munoz@dgs.ca.gov](mailto:terry.munoz@dgs.ca.gov)  
Phone: (916) 376-5482  
Fax: (916) 375-4522

i. The primary T-Mobile USA, Inc. Customer contact for this Participating Addendum is as follows:

	T-Mobile USA, Inc.
Address:	128 Spear Street
	San Francisco, CA 94105
Contact:	Andrea Yuen
E-Mail:	<a href="mailto:Andrea.yuen1@t-mobile.com">Andrea.yuen1@t-mobile.com</a>
Phone:	808 371-1291
Fax:	813 351-4068

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j. Price Agreement Number:

The Master Price Agreement number for the Participating State is CA Contract Number 7-11-70-18. The Master Price Agreement Number MUST be shown on all purchase documents issued against this Master Price Agreement.

This Addendum, T-Mobile USA, Inc.'s response to the Department of General Services Request for Offer #DGS-1070 together with its exhibits and/or addendum(s) and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, T-Mobile USA, Inc.'s response to the DGS/PD RFO #DGS-1070 together with its exhibits and/or amendments, and the Price Agreement and its exhibits and/or amendments shall not be added to or incorporated into this Addendum, DGS/PD RFO #DGS-1070 with its exhibits and/or addendum(s) or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum, T-Mobile USA, Inc.'s response to the DGS RFO #DGS-1070 and its exhibits and/or amendments and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

l. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

m. State Departments – Specific Purchasing Guidelines

State departments are restricted from acquiring any service plans, features and/or equipment beyond those identified on the attached pricing worksheets incorporated into this participating addendum.

n. California political subdivision/local government – Specific Purchasing Guidelines


The WSCA/WP will afford the opportunity to California political subdivisions/local governments to acquire any service plans, features and/or equipment identified on the attached Pricing Worksheets incorporated into this Participating Addendum. California political subdivisions/local governments, at their option, will be afforded the opportunity to continue with existing plans, or acquire all other products and services provided by the WSCA-Nevada offerings. Regardless of the California political subdivision/local governments selected option, WSCA/SP will be obligated to provide all reporting data as described herein.

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By Signing below T-Mobile USA, Inc. agrees to offer the same products/and or services as on the (the lead state and contract number) at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**State of California:**


By: 

Name: Jim Butler

Title: Deputy Director

Date: 5/25/11

**Contractor Name**

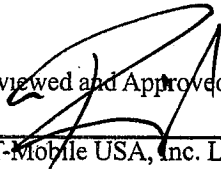
By: 

Name: David Lampkin

Title: VP Enterprise Sales

Date: 5/17/11

Reviewed and Approved as to Form:

  
T-Mobile USA, Inc. Legal Dept.